ment of this principle by Chancellor KENT. Also *Sharon* v. *Tucker*, 144 U. S. 533; *Loring* v. *Hildreth*, 170 Mass. 328; POMEROY EQ. JURIS. § 1399. The existence of a defense, the dependency of proof of this defense upon extrinsic evidence, the risk of losing this evidence through delay, and the apprehension of a multiplicity of suits, were the facts upon which the court exercised its discretion in granting the relief. See *Springport* v. *Teutonia Sav. Bank*, 75 N. Y. 397; *Metler's Admr's.* v. *Metler*, 18 N. J. Eq. 270; *Fuller* v. *Percival*, 126 Mass. 381; *DeKalb Holding Co.* v. *Madison Theater Co.* 165 N. Y. App. Div. 202, 151 N. Y. Supp. 85. As was pointed out by the dissent equity avoids only a multiplicity of suits between the parties. *O'Brien* v. *Fitzgerald*, 6 N. Y. App. Div. 509, affirmed on opinion below in 150 N. Y. 572, 44 N. E. 1126; *Krause* v. *Scott*, 86 Ill. App. 238; 1 HIGH, INJUNCTIONS, § 62. Multiplicity of suits alone in the case under consideration would not have justified the interference of equity because the suits would not have been between the parties, yet when combined with the other circumstances such multiplicity was properly considered in exercising jurisdiction. *Springport* v. *Teutonia Savings Bank*, 75 N. Y. 397.

LANDLORD AND TENANT—COVENANT TO GRANT NEW LEASE.—A lease, given by defendant to plaintiff, contained the following covenant, "The party of the second part has the first privilege of renting the farm, if not sold, at the end of the year." In an action brought for specific performance of the covenant, *held*, that the covenant called for a new lease for the same period and on the same terms as the original lease except that there should be, in the new lease, no covenant to renew. *Fergen* v. *Lyons*, (Wis. 1916), 155 N. W. 935.

Where there is a contract to grant a new lease which does not fix the terms of the new lease or provide a certain method for this ascertainment, such contract is too uncertain to be enforced. *Reed* v. *Cambell*, 43 N. J. Eq. 406; *Howard* v. *Tomicich*, 81 Miss. 703; and *Boyle* v. *Laird*, 2 Wis. 41. Other cases announce the same doctrine, but differ from the principal case in that there was no possibility that, by construction, it might be found that the covenant to renew contained a general promise to grant a new lease upon the same terms as the old one. See *Abeel* v. *Radcliff*, 13 Johns (N. Y.) 297; *Delashmutt* v. *Thomas*, 45 Md. 140; *Whitlock* v. *Duffield*, Hoff, (N. Y.) 110; *Domestic Telegraph Co.* v. *Metropolitan Telephone Co.*, 9 N. J. Eq. 160.

MUNICIPAL CORPORATIONS—CONTRACT WITH MUNICIPAL OFFICER FOR PROFESSIONAL SERVICES.—Plaintiff sues to recover for professional medical services which were rendered by him under a contract which was made by him with the Trustees of the defendant town. The contract was made on the same day that the plaintiff was appointed as secretary of the Board of Trustees of defendant town—the latter being ex-officio the Board of Health—but it is not clear whether the appointment or the contract was prior in time; the services performed under the contract—and now sued for—were rendered subsequent to the appointment. The salary of the secretary of the Board of Health was fixed at $15 per year, and he was by statute (§ 7605 Burns 1908 Statutes) made "the executive officer of the board." The trial court